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3
4 BILL NO. S-73-10 -36

5 SPECIAL ORDINANCE NO. S- 111-73

6 AN ORDINANCE approving an agreement with
7 MAUMEE CONSTRUCTION CORPORATION for the
8 improvement of Elmer Avenue.


9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The Agreement approved October 2, 1973,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works, and MAUMEE CONSTRUCTION CORPORATION, for
14 improvement to Elmer Avenue as follows:

15 Elmer Avenue from the east property line
16 of Sherman Boulevard to existing pavement
west of Sherman Boulevard, a distance of
approximately 450 lineal feet

17 for a total cost of \$18,363.00, of which the City will pay
18 approximately \$7,558.30, the balance to be paid by property
19 owners under the Barrett Law, all as more particularly set
20 forth in said Agreement, which is on file in the Office of the
21 Board of Public Works, and is by reference incorporated herein
22 and made a part hereof, is hereby in all things ratified,
23 confirmed and approved.

24 SECTION 2. This Ordinance shall be in full force and
25 effect from and after its passage and approval by the Mayor.

26
27 
28 Councilman

29
30
31
32
33 APPROVED AS TO FORM
34 AND LEGALITY
35 
CITY ATTORNEY

Read the first time in full and on motion by Stain, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 10-9-73

Charles W. Watterman
CITY CLERK

Read the third time in full and on motion by Stain, seconded by Hinga, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u>	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 10-23-73

Charles W. Watterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 2-111-73 on the 24th day of October, 1973.

Charles W. Watterman
CITY CLERK

ATTEST: (SEAL)

Winifred C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1973, at the hour of 3:00 o'clock A. M., E.S.T.

Charles W. Watterman
CITY CLERK

Approved and signed by me this 24th day of October, 1973, at the hour of 3:00 o'clock P. M., E.S.T.

James A. Baker
MAYOR

Bill No. S-73-10-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving an agreement with MAUMEE CONSTRUCTION CORPORATION

for the improvement of Elmer Avenue.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

James S. Stier - Chairman

Eugene Kraus, Jr. - Vice-Chairman

Samuel J. Talarico

William T. Hinga

Vivian G. Schmidt

James S. Stier
Eugene Kraus, Jr.
Samuel J. Talarico
William T. Hinga
Vivian G. Schmidt

DATE 10-23-73 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

This Agreement, made and entered into this 2nd day of October, 1973

by and between - - - - - MAUMEE CONSTRUCTION CORPORATION - - - - -

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Elmer Avenue from the east property line of Sherman Boulevard to existing pavement west of Sherman Boulevard, a distance of approximately 450 lineal feet.

by grading and paving the roadway to a width of twenty seven feet with _____
including curbs
6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No 5641-1973 and at the following price per lineal foot

at the following prices:

6" Plain Concrete for Drive Approaches	Nine dollars and sixty cents, per square yard	9.60
Street Pavement-6" Pl.Conc. (rolled curb)	Eight dollars and sixty cents, per square yard	8.60
Pavement Removal	Six dollars and no cents, per square yard	6.00
Sidewalk Removal	Five dollars and no cents, per square yard	5.00
Excavation-Regular	Three dollars and twenty five cents, per cubic yard	3.25
Trees to be removed	Sixty dollars and no cents, each	60.00
Fine Grading	Sixty cents, per square yard	0.60
Seeding-Incl. Straw Mulch	Sixty cents, per square yard	0.60
Hot Asphalt Binder - 2"	Thirty five dollars and no cents, per ton	35.00
Hot Asphalt Binder - City Mix A-2 - $1\frac{1}{2}$ "	Thirty five dollars and no cents, per ton	35.00
H.A.C. Base 5"	Thirty five dollars and no cents, per ton	35.00
Old Manhole Covers adjusted & set to grade	Forty dollars and no cents, each	40.00
New Catch Basins to be constructed	Seven hundred dollars and no cents, each	700.00
New Inlets to be constructed (30")	One hundred ninety five dollars and no cents, each	195.00

by grading and paving the roadway to a width of twenty seven feet with
including curbs

6" Plain Concrete

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H.A.C. Base 5"	Thirty five dollars and no cents, per ton	35.00
Old Manhole Covers adjusted & set to grade	Forty dollars and no cents, each	40.00
New Catch Basins to be constructed	Seven hundred dollars and no cents, each	700.00
New Inlets to be constructed (36")	One hundred ninety five dollars and no cents, each	195.00
12" Sewer Pipe R.C.P.	Seven dollars and twenty cents, per lineal foot	7.20
Backfill Gravel (Trenches & Structures) #53 Stone	Seven dollars and thirty cents, per cubic yard	7.30

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. C-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5641-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally within 45 days after contract is approved by City Council and in all respects completed ~~on or before XXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

MAUMEE CONSTRUCTION CORPORATION

BY: E. A. Wiggall

IIS: P. S.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]
[Signature]

Its Board of Public Works and Mayor.

OCT 2 1973

GUARANTY BOND

Know All Men by These Presents, That we -----

-----MAUMEE CONSTRUCTION CORPORATION-----Contractors

as principal, and AMERICAN STATES INSURANCE COMPANY, INDIANAPOLIS, INDIANA-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTEEN THOUSAND,

THREE HUNDRED SIXTY THREE DOLLARS AND NO CENTS,-----

-----(\$18,363.00)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----MAUMEE CONSTRUCTION CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Street - 6" Plain Concrete Pavement

on Elmer Avenue ~~XXXXXX~~ from the east property line of

Sherman Boulevard to existing pavement west of Sherman Boulevard, a distance of
approximately 450 lineal feet

-----according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

MAUMEE CONSTRUCTION CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this-----day of-----

Lupton - Rice Associates
Authorized Agents
By: Walter Z Bone

MAUMEE CONSTRUCTION CORPORATION (SEAL)

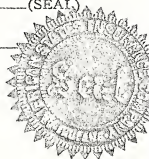
BY: Walter Z Bone (SEAL)

1
American States Ins. Co.
By: Walter Z Bone (SEAL)

Approved this 2nd day of October, 1973

Walter Z Bone

Board of Public Works.



Approved By: [Signature]
[Signature]

LIABILITY BOND

~~Know All Men by These Presents.~~ That we hereby certify that MAUMEE CONSTRUCTION CORPORATION has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00)

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of , with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this day of

Lupton Rice Associates
Authorized Agents
Walter E. Boone

MAUMEE CONSTRUCTION COMPANY, INC. (SEAL)

BY: Frederic A. Wall (SEAL)
American States Ins. Co.

ITS: By Walter E. Boone (SEAL)

(SEAL)

Approved this 2nd day of October, 1973

Ronald E. Boone

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

September 27, 1973

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint

-----WALTER H. LUPKE, JR., DUANE E. LUPKE, DONALD L. COFFEY, MARCUS G. KNOBLAUCH,

GERALD CLENCY, BERNICE CHAFFIN and WALTER E. BOOSE (Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, Provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed THREE MILLION AND NO/100----(\$3,000,000.00) DOLLARS-----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of May

A. D. 1972.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans

Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } ss:

On this 26th day of May, A. D., 1972, before me personally come

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 22, 1974

My Commission Expires

Judy Cross

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } ss:

Agnes P. Brown

, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this

day of _____, A. D., 19____.

(SEAL)

Agnes P. Brown
Assistant Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

IN RE:

WAGE SCALE

CODE: S - SKILLED
 SS - SEMI-SKILL
 U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all construction and maintenance projects, to be awarded by contract for the Board of Works, City of Fort Wayne, Indiana, during the months of July, August, September, 1973.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50	65		1¢
BRICKLAYER	S	8.21	20	25		1
CARPENTER	S	7.55 7.78	30	6% 30		4 app 2 ind fund 2 app
CEMENT MASON	S	7.50	40			
ELECTRICIAN	S	8.40	25	1% 30		4
ELEVATOR CONSTRUCTOR	S	7.87	58¢ includes	all.		
GLAZIER	S	7.19	10		15	1¢ app 29¢ holidays
IRON WORKER	S	8.75	40	65		1
LABORER	S	5.10-6.60	18	25		7 educ tim
LATHER	S	7.16		25		1 app 3 ind fund
MILLWRIGHT & PILEDRIVER	S	7.85		4%		4 app 2 ind fund
OPERATING ENGINEER	S	See attached list				
PAINTER	S	6.56-7.56	32	25		5
PLASTERER	S	7.06	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20	35		7
MOSAIC & TERRAZZO GRINDER	S	5.35-7.60				
ROOFER	S	7.70		10		
SHEETMETAL WORKER	S	8.14	23	15		5 ind fund
TEAMSTER	S	5.50-6.95% 12.00	p.w. 12.00	p.w. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 19 - DAY OF June - 1973

RECEIVED

JUL 5 1973

CITY ENGINEERING DEPT.

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

✓
8-73-10-36

TITLE OF ORDINANCE Contract with Maumee Construction for improvement of Elmer Ave.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Requests the approval of the contract with Maumee Construction Corporation for the improvement of Elmer Avenue.

(See Prior Approval letter attached)

EFFECT OF PASSAGE Improvement of Elmer Avenue this year.

EFFECT OF NON-PASSAGE No improvement of Elmer Avenue.

MONEY INVOLVED (Direct Costs, Expenditures, Savings)

Cost to City approximately \$7,558.30

ASSIGNED TO COMMITTEE (I.N.)

Public Works

WCH